

34

MARC A. LEVINSON (State Bar No. 57613)
JEFFERY D. HERMANN (State Bar No. 90445)
STACY E. DON (State Bar No. 226737)
ORRICK, HERRINGTON & SUTCLIFFE LLP
400 Capitol Mall
Sacramento, CA 95814-4497
Telephone: 916-447-9200
Facsimile: 916-329-4900
malevinson@orrick.com
jhermann@orrick.com
sdon@orrick.com

JAMES E. SPIOTTO (*Pro hac vice application pending*)
ANN ACKER (*Pro hac vice application pending*)
CHAPMAN AND CUTLER LLP
111 West Monroe Street
Chicago, IL 60603
Telephone: (312) 845-3000
Facsimile: (312) 516-1900
spiotto@chapman.com
acker@chapman.com

Attorneys for Bank of Montreal

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

In re:
SK FOODS, L.P.
a California Limited Partnership,
Debtor.

Case No. 09-29162-D-11
RAL – 19
Chapter 11

EXHIBITS 2 – 4 TO DECLARATION OF LAWRENCE A. MIZERA IN
SUPPORT OF JOINDER OF BANK OF MONTREAL IN THE DEBTOR'S
MOTION FOR ORDER AUTHORIZING APPOINTMENT OF CHAPTER 11
TRUSTEE

EXHIBIT 2

REVOLVING NOTE

September 28, 2007

FOR VALUE RECEIVED, the undersigned, SK Foods, L.P., a California limited partnership ("*SK Foods*"), and RHM Industrial/Specialty Foods, Inc., a California corporation ("*Colusa Canning*" and, together with SK Foods, the "*Borrowers*"), hereby, jointly and severally, promises to pay to the order of U.S. Bank National Association (the "*Lender*") on the Revolving Credit Termination Date of the hereinafter defined Credit Agreement, at the principal office of Bank of Montreal, as Administrative Agent, in Chicago, Illinois, in immediately available funds, the aggregate unpaid principal amount of all Revolving Loans made by the Lender to the Borrowers pursuant to the Credit Agreement, together with interest on the principal amount of each Revolving Loan from time to time outstanding hereunder at the rates, and payable in the manner and on the dates, specified in the Credit Agreement.

This Note is one of the Revolving Notes referred to in the Amended and Restated Credit Agreement dated as of September 28, 2007, among the Borrowers, the Guarantors party thereto, the Lenders party thereto, and Bank of Montreal, as Administrative Agent for the Lenders (as extended, renewed, amended or restated from time to time, the "*Credit Agreement*"), and this Note and the holder hereof are entitled to all the benefits and security provided for thereby or referred to therein, to which Credit Agreement reference is hereby made for a statement thereof. All defined terms used in this Note, except terms otherwise defined herein, shall have the same meaning as in the Credit Agreement. This Note shall be governed by and construed in accordance with the internal laws of the State of Illinois.

Voluntary prepayments may be made hereon, certain prepayments are required to be made hereon, and this Note may be declared due prior to the expressed maturity hereof, all in the events, on the terms and in the manner as provided for in the Credit Agreement.

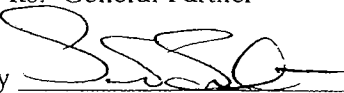
Each Borrower hereby waives demand, presentment, protest or notice of any kind hereunder.

SK FOODS, L.P.

By: SK PM Corp.

Its: General Partner

By

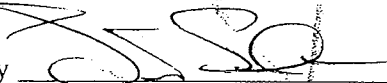


Name Scott Salyer

Title President

RHM INDUSTRIAL/SPECIALTY FOODS, INC.

By



Name Scott Salyer

Title President

COPIES

U.S. Bank Revolving Note

REVOLVING NOTE

September 28, 2007

FOR VALUE RECEIVED, the undersigned, SK Foods, L.P., a California limited partnership ("*SK Foods*"), and RHM Industrial/Specialty Foods, Inc., a California corporation ("*Colusa Canning*" and, together with SK Foods, the "*Borrowers*"), hereby, jointly and severally, promises to pay to the order of Bank of the West (the "*Lender*") on the Revolving Credit Termination Date of the hereinafter defined Credit Agreement, at the principal office of Bank of Montreal, as Administrative Agent, in Chicago, Illinois, in immediately available funds, the aggregate unpaid principal amount of all Revolving Loans made by the Lender to the Borrowers pursuant to the Credit Agreement, together with interest on the principal amount of each Revolving Loan from time to time outstanding hereunder at the rates, and payable in the manner and on the dates, specified in the Credit Agreement.

This Note is one of the Revolving Notes referred to in the Amended and Restated Credit Agreement dated as of September 28, 2007, among the Borrowers, the Guarantors party thereto, the Lenders party thereto, and Bank of Montreal, as Administrative Agent for the Lenders (as extended, renewed, amended or restated from time to time, the "*Credit Agreement*"), and this Note and the holder hereof are entitled to all the benefits and security provided for thereby or referred to therein, to which Credit Agreement reference is hereby made for a statement thereof. All defined terms used in this Note except terms otherwise defined herein, shall have the same meaning as in the Credit Agreement. This Note shall be governed by and construed in accordance with the internal laws of the State of Illinois.

Voluntary prepayments may be made hereon, certain prepayments are required to be made hereon, and this Note may be declared due prior to the expressed maturity hereof, all in the events, on the terms and in the manner as provided for in the Credit Agreement.

Each Borrower hereby waives demand, presentment, protest or notice of any kind hereunder.

SK FOODS, L.P.

By: SK PM Corp.

Its: General Partner

By [Signature]
Name Sam Salzer
Title President

RHM INDUSTRIAL/SPECIALTY FOODS, INC.

By [Signature]
Name Sam Salzer
Title President

COPIES

Bank of the West Revolving Note

REVOLVING NOTE

September 28, 2007

FOR VALUE RECEIVED, the undersigned, SK Foods, L.P., a California limited partnership ("*SK Foods*"), and RHM Industrial/Specialty Foods, Inc., a California corporation ("*Colusa Canning*" and, together with SK Foods, the "*Borrowers*"), hereby, jointly and severally, promises to pay to the order of Bank of Montreal (the "*Lender*") on the Revolving Credit Termination Date of the hereinafter defined Credit Agreement, at the principal office of Bank of Montreal, as Administrative Agent, in Chicago, Illinois, in immediately available funds, the aggregate unpaid principal amount of all Revolving Loans made by the Lender to the Borrowers pursuant to the Credit Agreement, together with interest on the principal amount of each Revolving Loan from time to time outstanding hereunder at the rates, and payable in the manner and on the dates, specified in the Credit Agreement.

This Note is one of the Revolving Notes referred to in the Amended and Restated Credit Agreement dated as of September 28, 2007, among the Borrowers, the Guarantors party thereto, the Lenders party thereto, and Bank of Montreal, as Administrative Agent for the Lenders (as extended, renewed, amended or restated from time to time, the "*Credit Agreement*"), and this Note and the holder hereof are entitled to all the benefits and security provided for thereby or referred to therein, to which Credit Agreement reference is hereby made for a statement thereof. All defined terms used in this Note, except terms otherwise defined herein, shall have the same meaning as in the Credit Agreement. This Note shall be governed by and construed in accordance with the internal laws of the State of Illinois.


Voluntary prepayments may be made hereon, certain prepayments are required to be made hereon, and this Note may be declared due prior to the expressed maturity hereof, all in the events, on the terms and in the manner as provided for in the Credit Agreement.

Each Borrower hereby waives demand, presentment, protest or notice of any kind hereunder.


SK FOODS, L.P.

By: SK PM Corp.

Its: General Partner

By 
Name Scott Salinger
Title President

RHM INDUSTRIAL/SPECIALTY FOODS, INC.

By 
Name Scott Salinger
Title President

COPIES

BMO Revolving Note

REVOLVING NOTE

September 28, 2007

FOR VALUE RECEIVED, the undersigned, SK Foods, L.P., a California limited partnership ("*SK Foods*"), and RHM Industrial/Specialty Foods, Inc., a California corporation ("*Colusa Canning*" and, together with SK Foods, the "*Borrowers*"), hereby, jointly and severally, promises to pay to the order of LaSalle Bank, National Association (the "*Lender*") on the Revolving Credit Termination Date of the hereinafter defined Credit Agreement, at the principal office of Bank of Montreal, as Administrative Agent, in Chicago, Illinois, in immediately available funds, the aggregate unpaid principal amount of all Revolving Loans made by the Lender to the Borrowers pursuant to the Credit Agreement, together with interest on the principal amount of each Revolving Loan from time to time outstanding hereunder at the rates, and payable in the manner and on the dates, specified in the Credit Agreement.

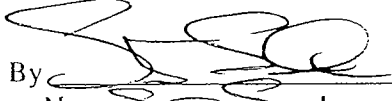
This Note is one of the Revolving Notes referred to in the Amended and Restated Credit Agreement dated as of September 28, 2007, among the Borrowers, the Guarantors party thereto, the Lenders party thereto, and Bank of Montreal, as Administrative Agent for the Lenders (as extended, renewed, amended or restated from time to time, the "*Credit Agreement*"), and this Note and the holder hereof are entitled to all the benefits and security provided for thereby or referred to therein, to which Credit Agreement reference is hereby made for a statement thereof. All defined terms used in this Note, except terms otherwise defined herein, shall have the same meaning as in the Credit Agreement. This Note shall be governed by and construed in accordance with the internal laws of the State of Illinois.

Voluntary prepayments may be made hereon, certain prepayments are required to be made hereon, and this Note may be declared due prior to the expressed maturity hereof, all in the events, on the terms and in the manner as provided for in the Credit Agreement.


Each Borrower hereby waives demand, presentment, protest or notice of any kind hereunder.

SK FOODS, L.P.

By: SK PM Corp.
Its: General Partner

By 
Name SS Salzer
Title President

RHM INDUSTRIAL/SPECIALTY FOODS, INC.

By 
Name SS Salzer
Title President

COPIES

LaSalle Revolving Note

REVOLVING NOTE

September 28, 2007

FOR VALUE RECEIVED, the undersigned, SK Foods, L.P., a California limited partnership ("*SK Foods*"), and RHM Industrial/Specialty Foods, Inc., a California corporation ("*Colusa Canning*" and, together with SK Foods, the "*Borrowers*"), hereby, jointly and severally, promises to pay to the order of Wells Fargo Bank, N.A. (the "*Lender*") on the Revolving Credit Termination Date of the hereinafter defined Credit Agreement, at the principal office of Bank of Montreal, as Administrative Agent, in Chicago, Illinois, in immediately available funds, the aggregate unpaid principal amount of all Revolving Loans made by the Lender to the Borrowers pursuant to the Credit Agreement, together with interest on the principal amount of each Revolving Loan from time to time outstanding hereunder at the rates, and payable in the manner and on the dates, specified in the Credit Agreement.

This Note is one of the Revolving Notes referred to in the Amended and Restated Credit Agreement dated as of September 28, 2007, among the Borrowers, the Guarantors party thereto, the Lenders party thereto, and Bank of Montreal, as Administrative Agent for the Lenders (as extended, renewed, amended or restated from time to time, the "*Credit Agreement*"), and this Note and the holder hereof are entitled to all the benefits and security provided for thereby or referred to therein, to which Credit Agreement reference is hereby made for a statement thereof. All defined terms used in this Note, except terms otherwise defined herein, shall have the same meaning as in the Credit Agreement. This Note shall be governed by and construed in accordance with the internal laws of the State of Illinois.

Voluntary prepayments may be made hereon, certain prepayments are required to be made hereon, and this Note may be declared due prior to the expressed maturity hereof, all in the events, on the terms and in the manner as provided for in the Credit Agreement.

Each Borrower hereby waives demand, presentment, protest or notice of any kind hereunder.

SK FOODS, L.P.


By: SK PM Corp.

Its: General Partner

By

Name

Title




Name Scott Salinger
Title President

RHM INDUSTRIAL/SPECIALTY FOODS, INC.

By

Name

Title



Name Scott Salinger
Title President

Wells Fargo Revolving Note

EXHIBIT 3

TERM NOTE

September 28, 2007

FOR VALUE RECEIVED, the undersigned, SK Foods, L.P., a California limited partnership ("*SK Foods*"), and RHM Industrial/Specialty Foods, Inc., a California corporation ("*Colusa Canning*" and, together with SK Foods, the "*Borrowers*"), hereby, jointly and severally promises to pay to the order of U.S. Bank National Association (the "*Lender*") at the principal office of Bank of Montreal, as Administrative Agent, in Chicago, Illinois, in immediately available funds, the aggregate unpaid principal amount of all Term Loans made or maintained by the Lender to the Borrowers pursuant to the Credit Agreement, in installments in the amounts called for by Section 1.8(a) of the Credit Agreement, together with interest on the principal amount of such Term Loan from time to time outstanding hereunder at the rates, and payable in the manner and on the dates, specified in the Credit Agreement.

This Note is one of the Term Notes referred to in the Amended and Restated Credit Agreement dated as of September 28, 2007 among the Borrowers, the Guarantors party thereto, the Lenders party thereto, and Bank of Montreal, as Administrative Agent for the Lenders (as extended, renewed, amended or restated from time to time, the "*Credit Agreement*"), and this Note and the holder hereof are entitled to all the benefits and security provided for thereby or referred to therein, to which Credit Agreement reference is hereby made for a statement thereof. All defined terms used in this Note, except terms otherwise defined herein, shall have the same meaning as in the Credit Agreement. This Note shall be governed by and construed in accordance with the internal laws of the State of Illinois.

Voluntary prepayments may be made hereon, certain prepayments are required to be made hereon, and this Note may be declared due prior to the expressed maturity hereof, all in the events, on the terms and in the manner as provided for in the Credit Agreement.

Each Borrower hereby waives demand, presentment, protest or notice of any kind hereunder.

SK FOODS, L.P.

By: SK PM Corp.

Its: General Partner

By [Signature]
Name Scott Salgar
Title President

RHM INDUSTRIAL/SPECIALTY FOODS, INC.

By [Signature]
Name Scott Salgar
Title President

COPIES

U.S. Bank Term Note

TERM NOTE

September 28, 2007

FOR VALUE RECEIVED, the undersigned, SK Foods, L.P., a California limited partnership ("*SK Foods*"), and RHM Industrial/Specialty Foods, Inc., a California corporation ("*Colusa Canning*" and, together with SK Foods, the "*Borrowers*"), hereby, jointly and severally promises to pay to the order of Bank of the West (the "*Lender*") at the principal office of Bank of Montreal, as Administrative Agent, in Chicago, Illinois, in immediately available funds, the aggregate unpaid principal amount of all Term Loans made or maintained by the Lender to the Borrowers pursuant to the Credit Agreement, in installments in the amounts called for by Section 1.8(a) of the Credit Agreement, together with interest on the principal amount of such Term Loan from time to time outstanding hereunder at the rates, and payable in the manner and on the dates, specified in the Credit Agreement.

This Note is one of the Term Notes referred to in the Amended and Restated Credit Agreement dated as of September 28, 2007 among the Borrowers, the Guarantors party thereto, the Lenders party thereto, and Bank of Montreal, as Administrative Agent for the Lenders (as extended, renewed, amended or restated from time to time, the "*Credit Agreement*"), and this Note and the holder hereof are entitled to all the benefits and security provided for thereby or referred to therein, to which Credit Agreement reference is hereby made for a statement thereof. All defined terms used in this Note except terms otherwise defined herein, shall have the same meaning as in the Credit Agreement. This Note shall be governed by and construed in accordance with the internal laws of the State of Illinois.


Voluntary prepayments may be made hereon, certain prepayments are required to be made hereon, and this Note may be declared due prior to the expressed maturity hereof, all in the events, on the terms and in the manner as provided for in the Credit Agreement.

Each Borrower hereby waives demand, presentment, protest or notice of any kind hereunder.


SK FOODS, L.P.

By: SK PM Corp.

Its: General Partner

By 
Name SK PM Corp.
Title President

RHM INDUSTRIAL/SPECIALTY FOODS, INC.

By 
Name RHM Industrial/Specialty Foods, Inc.
Title President

COPY

Bank of the West Term Note

TERM NOTE

September 28, 2007

FOR VALUE RECEIVED, the undersigned, SK Foods, L.P., a California limited partnership ("*SK Foods*"), and RHM Industrial/Specialty Foods, Inc., a California corporation ("*Colusa Canning*" and, together with SK Foods, the "*Borrowers*"), hereby, jointly and severally promises to pay to the order of Bank of Montreal (the "*Lender*") at the principal office of Bank of Montreal, as Administrative Agent, in Chicago, Illinois, in immediately available funds, the aggregate unpaid principal amount of all Term Loans made or maintained by the Lender to the Borrowers pursuant to the Credit Agreement, in installments in the amounts called for by Section 1.8(a) of the Credit Agreement, together with interest on the principal amount of such Term Loan from time to time outstanding hereunder at the rates, and payable in the manner and on the dates, specified in the Credit Agreement.

This Note is one of the Term Notes referred to in the Amended and Restated Credit Agreement dated as of September 28, 2007 among the Borrowers, the Guarantors party thereto, the Lenders party thereto, and Bank of Montreal, as Administrative Agent for the Lenders (as extended, renewed, amended or restated from time to time, the "*Credit Agreement*"), and this Note and the holder hereof are entitled to all the benefits and security provided for thereby or referred to therein, to which Credit Agreement reference is hereby made for a statement thereof. All defined terms used in this Note, except terms otherwise defined herein, shall have the same meaning as in the Credit Agreement. This Note shall be governed by and construed in accordance with the internal laws of the State of Illinois.

Voluntary prepayments may be made hereon, certain prepayments are required to be made hereon, and this Note may be declared due prior to the expressed maturity hereof, all in the events, on the terms and in the manner as provided for in the Credit Agreement.

Each Borrower hereby waives demand, presentment, protest or notice of any kind hereunder.

SK FOODS, L.P.

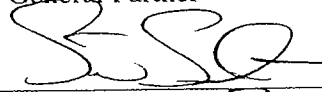
By: SK PM Corp.

Its: General Partner

By

Name

Title



Sean Salyer

President

RHM INDUSTRIAL/SPECIALTY FOODS, INC.

By

Name

Title



Sean Salyer

President

COPY

BMO Term Note

TERM NOTE

September 28, 2007

FOR VALUE RECEIVED, the undersigned, SK Foods, L.P., a California limited partnership ("*SK Foods*"), and RHM Industrial/Specialty Foods, Inc., a California corporation ("*Colusa Canning*" and, together with SK Foods, the "*Borrowers*"), hereby, jointly and severally promises to pay to the order of LaSalle Bank, National Association (the "*Lender*") at the principal office of Bank of Montreal, as Administrative Agent, in Chicago, Illinois, in immediately available funds, the aggregate unpaid principal amount of all Term Loans made or maintained by the Lender to the Borrowers pursuant to the Credit Agreement, in installments in the amounts called for by Section 1.8(a) of the Credit Agreement, together with interest on the principal amount of such Term Loan from time to time outstanding hereunder at the rates, and payable in the manner and on the dates, specified in the Credit Agreement.

This Note is one of the Term Notes referred to in the Amended and Restated Credit Agreement dated as of September 28, 2007 among the Borrowers, the Guarantors party thereto, the Lenders party thereto, and Bank of Montreal, as Administrative Agent for the Lenders (as extended, renewed, amended or restated from time to time, the "*Credit Agreement*"), and this Note and the holder hereof are entitled to all the benefits and security provided for thereby or referred to therein, to which Credit Agreement reference is hereby made for a statement thereof. All defined terms used in this Note, except terms otherwise defined herein, shall have the same meaning as in the Credit Agreement. This Note shall be governed by and construed in accordance with the internal laws of the State of Illinois.

Voluntary prepayments may be made hereon, certain prepayments are required to be made hereon, and this Note may be declared due prior to the expressed maturity hereof, all in the events, on the terms and in the manner as provided for in the Credit Agreement.

Each Borrower hereby waives demand, presentment, protest or notice of any kind hereunder.

SK FOODS, L.P.

By: SK PM Corp.

Its: General Partner

By [Signature]
Name SK PM Corp.
Title President

RHM INDUSTRIAL/SPECIALTY FOODS, INC.

By [Signature]
Name Sub Sahar
Title President

COPY

LaSalle Term Note

TERM NOTE

September 28, 2007

FOR VALUE RECEIVED, the undersigned, SK Foods, L.P., a California limited partnership ("*SK Foods*"), and RHM Industrial/Specialty Foods, Inc., a California corporation ("*Colusa Canning*" and, together with SK Foods, the "*Borrowers*"), hereby, jointly and severally promises to pay to the order of Wells Fargo Bank, N.A. (the "*Lender*") at the principal office of Bank of Montreal, as Administrative Agent, in Chicago, Illinois, in immediately available funds, the aggregate unpaid principal amount of all Term Loans made or maintained by the Lender to the Borrowers pursuant to the Credit Agreement, in installments in the amounts called for by Section 1.8(a) of the Credit Agreement, together with interest on the principal amount of such Term Loan from time to time outstanding hereunder at the rates, and payable in the manner and on the dates, specified in the Credit Agreement.

This Note is one of the Term Notes referred to in the Amended and Restated Credit Agreement dated as of September 28, 2007 among the Borrowers, the Guarantors party thereto, the Lenders party thereto, and Bank of Montreal, as Administrative Agent for the Lenders (as extended, renewed, amended or restated from time to time, the "*Credit Agreement*"), and this Note and the holder hereof are entitled to all the benefits and security provided for thereby or referred to therein, to which Credit Agreement reference is hereby made for a statement thereof. All defined terms used in this Note, except terms otherwise defined herein, shall have the same meaning as in the Credit Agreement. This Note shall be governed by and construed in accordance with the internal laws of the State of Illinois.


Voluntary prepayments may be made hereon, certain prepayments are required to be made hereon, and this Note may be declared due prior to the expressed maturity hereof, all in the events, on the terms and in the manner as provided for in the Credit Agreement.

Each Borrower hereby waives demand, presentment, protest or notice of any kind hereunder.


SK FOODS, L.P.

By: SK PM Corp.

Its: General Partner

By 
Name Sam Salazar
Title President

RHM INDUSTRIAL/SPECIALTY FOODS, INC.

By 
Name Sam Salazar
Title President

Wells Fargo Term Note

EXHIBIT 4

SWING NOTE

U.S. \$5,000,000

September 28, 2007

FOR VALUE RECEIVED, the undersigned, SK Foods, L.P., a California limited partnership ("*SK Foods*") and RHM Industrial/Specialty Foods, Inc., a California corporation ("*Colusa Canning*" and, together with SK Foods, the "*Borrowers*"), hereby, jointly and severally, promises to pay to the order of Bank of Montreal (the "*Lender*") on the Revolving Credit Termination Date of the hereinafter defined Credit Agreement, at the principal office of Bank of Montreal, as Administrative Agent, in Chicago, Illinois, in immediately available funds, the principal sum of Five Million and No/100 Dollars (\$5,000,000) or, if less, the aggregate unpaid principal amount of all Swing Loans made by the Lender to the Borrowers pursuant to the Credit Agreement, together with interest on the principal amount of each Swing Loan from time to time outstanding hereunder at the rates, and payable in the manner and on the dates, specified in the Credit Agreement.


This Note is the Swing Note referred to in the Amended and Restated Credit Agreement dated as of September 28, 2007, among the Borrowers, the Guarantors party thereto, the Lenders party thereto, and Bank of Montreal, as Administrative Agent for the Lenders (as extended, renewed, amended or restated from time to time, the "*Credit Agreement*"), and this Note and the holder hereof are entitled to all the benefits and security provided for thereby or referred to therein, to which Credit Agreement reference is hereby made for a statement thereof. All defined terms used in this Note, except terms otherwise defined herein, shall have the same meaning as in the Credit Agreement. This Note shall be governed by and construed in accordance with the internal laws of the State of Illinois.

Voluntary prepayments may be made hereon, certain prepayments are required to be made hereon, and this Note may be declared due prior to the expressed maturity hereof, all in the events, on the terms and in the manner as provided for in the Credit Agreement.


Each Borrower hereby waives demand, presentment, protest or notice of any kind hereunder.

SK FOODS, L.P.

By: SK PM Corp.
Its: General Partner

By 
Name SK PM Corp.
Title President

RHM INDUSTRIAL/SPECIALTY FOODS, INC.

By 
Name SK PM Corp.
Title President

COPI

Swing Note